



MEMORANDUM OF UNDERSTANDING (M.O.U.)

BETWEEN

THE CITY OF UPLAND

AND

**THE UPLAND POLICE
OFFICERS' ASSOCIATION (UPOA)**

July 1, 2017 to June 30, 2022

TABLE OF CONTENTS

ARTICLE 1 - TERM OF AGREEMENT	1
ARTICLE 2 – PREAMBLE	1
ARTICLE 3 – MAINTENANCE OF MEMBERSHIP	1
ARTICLE 4 - MANAGEMENT RIGHTS	2
ARTICLE 5 – SALARIES	2
ARTICLE 6 – RETIREMENT	3
ARTICLE 7 - DEFERRED COMPENSATION	3
ARTICLE 8 – HEALTH INSURANCE – CAFETERIA PLAN	4
ARTICLE 9 – RETIREE HEALTH INSURANCE REIMBURSEMENT	4
ARTICLE 10 – RETIREE HEALTH SAVINGS ACCOUNTS	5
ARTICLE 11 – LIFE INSURANCE	6
ARTICLE 12 – BILINGUAL PAY	6
ARTICLE 13 – COURT STANDBY PAY	7
ARTICLE 14 – EDUCATION INCENTIVE AND POST CERTIFICATE PAY	7
ARTICLE 15 – DETECTIVE STANDBY PAY	8
ARTICLE 16 – HOLIDAY PAY	8
ARTICLE 17 - LONGEVITY PAY	8
ARTICLE 18 - MERITORIOUS PAY	8
ARTICLE 19 - OVERTIME PAY	9
ARTICLE 20 – COMPENSATORY TIME OFF	9
ARTICLE 21 - SPECIAL ASSIGNMENT PAY	10
ARTICLE 22 - UNIFORM ALLOWANCE	10
ARTICLE 23 - SICK LEAVE	10
ARTICLE 24 - VACATION	11
ARTICLE 25 - BEREAVEMENT LEAVE	11
ARTICLE 26 – BREAK AND MEAL PERIODS	12
ARTICLE 27 - NO STRIKE PROVISION	12
ARTICLE 28 – DISCIPLINE AND PERSONNEL FILES	12
ARTICLE 29 – WORK SCHEDULE	13
ARTICLE 30 - PREVAILING BENEFITS	14

ARTICLE 31 - SAVINGS CLAUSE	14
ARTICLE 32 - PREVENTATIVE HEALTH.....	13

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF UPLAND
AND
THE UPLAND POLICE OFFICERS' ASSOCIATION
JULY 1, 2017 – JUNE 30, 2022**

ARTICLE 1 - TERM OF AGREEMENT

Except where expressly stated otherwise herein, the City and Association agree that the provisions of this Memorandum of Understanding (M.O.U.) shall be effective July 1, 2017, and shall expire on June 30, 2022.

ARTICLE 2 – PREAMBLE

It is the intent and purpose of this M.O.U. to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City of Upland (hereinafter referred to as "City") and the Upland Police Officers' Association (hereinafter referred to "Association").

ARTICLE 3 – MAINTENANCE OF MEMBERSHIP

The Association is the recognized employee organization for the personnel employed in the Police Department occupying the classifications of Police Officer and Police Detective.

The City agrees to deduct association dues from the wages of all UPOA members who have filed a written authorization with the association. The City will begin dues deductions at the beginning of the pay period after notice is provided by the Association and will transmit these funds to the Association in a manner which is mutually agreed to.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period. In the case of an employee who is in a non-pay status during part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions (including health care deductions) have priority over Association dues.

UPOA agrees to enforce this provision and to indemnify and hold harmless the City, its officers and employees, from all liabilities and/or damages arising from the operation of this section.

ARTICLE 4 - MANAGEMENT RIGHTS

The authority of the City includes the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from meeting and conferring over the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 5 – SALARIES

- A. Effective the first full pay period following MOU ratification by UPOA and approval by the City Council, the City shall issue:
 - a. a one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2017 of 1% (one percent) of the employees annual salary as of July 1, 2017. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.
 - b. a one-time lump sum distribution for each employee currently working for the City and also employed by the City on July 1, 2018 of 1% (one percent) of the employees annual salary as of July 1, 2018. The parties agree that the one-time distribution shall not be credible for CalPERS retirement.
- B. Effective the pay period beginning June 30, 2019, following MOU ratification by UPOA and City Council approval, all employees in this unit shall receive a 4% COLA increase in base salary.
- C. Effective June 28, 2020, all employees in this unit shall receive a 2% COLA increase in base salary.
- D. Effective June 27, 2021, all employees in this unit shall receive a 2% COLA increase in base salary.
- E. The parties to this MOU agree for future reference that the survey cities remain as the following cities: Rialto, Ontario, West Covina, Chino, Glendora, and Fontana.

ARTICLE 6 – RETIREMENT

Classic Employees:

Retirement Tier 1 – Safety Members hired before January 1, 2013, shall receive the 3% @ 55 retirement formula, highest twelve (12) month average final compensation period, the Third Level of the 1959 Survivor's Benefit, which employees agree to pay \$2.00 per month, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay the entire twelve percent (12%) of the CalPERS employee contribution on a pre-tax basis.

The agreement between the City and CalPERS allows for the buy-back of time served by the employee in the Military as defined under PERS Regulation, Section 21024.

The City, at the Police Chiefs discretion, and in accordance with the law, will allow police officers who voluntarily retire from City service and who are at least 50 years of age at the time of retirement to be rehired as a contract service worker (CSW-Retiree) in his/her previous position for a period not to exceed 960 hours in the fiscal year of retirement and for an additional 960 hours in the fiscal year following retirement. The CSW-Retiree will be paid at the hourly rate earned and hold the same rank as on the last full day of employment. CSW-Retirees will receive one-third of the Cafeteria amount provided full-time officers and the same uniform allowance as received by full-time officers. CSW-Retirees are employed on an at-will basis and shall not be eligible for any layoff benefits. All applicable PERS regulations and statutes regarding the employment of retirees shall apply.

Pension Reform Act of 2013:

Retirement Tier 2 – New Safety Members, as defined by CalPERS, hired on or after to January 1, 2013, shall receive the 2.7% @ 57 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, which employees agree to pay \$2.00 per month, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay half the total normal cost of the retirement plan as determined annually by CalPERS on a pre-tax basis.

ARTICLE 7 - DEFERRED COMPENSATION

Effective September 1, 2019, the City will contribute \$100 per month in deferred compensation on behalf of each employee in the unit. Employees may add additional contributions voluntarily.

The City will contribute an additional two hundred and fifty dollars (\$250) per month on behalf of Police Detectives into their deferred compensation account.

The City will contribute an additional two hundred dollars (\$200) per month on behalf of Police Officers with a minimum of 15 years of continuous service with the City of Upland to their deferred compensation account.

ARTICLE 8 – HEALTH INSURANCE – CAFETERIA PLAN

In accordance with "The City of Upland Cafeteria Plan", the City provides a 125 Flexible Benefit Plan ("the Plan"). The regular and intended effect of the Plan, under current law, is to enable employees to receive benefits which may not be subject to either State or Federal income tax.

The details of Plan eligibility and operational requirements are set forth in the Plan documents. Once enrolled in a cafeteria distribution plan, employees will only be permitted to modify the plan on the same basis as changes are permitted in health insurance plans, that is, during open enrollment periods and when the employee's dependent status changes.

- 1) The City shall make a monthly contribution as set forth below to each eligible member of the unit to be used toward the Section 125 Cafeteria Plan. These funds shall only be used for qualified benefits as provided for in IRC Section 125.
- 2) All employees must enroll in one of the health program plans unless they submit to the City proof of comparable health coverage. The City may require additional proof of alternative coverage at any time.
- 3) Employees who fail to complete this requirement will be enrolled in the lowest cost health insurance plan the City offers.
- 4) Employees who meet the requirement shall be allowed to utilize their Section 125 Flexible Benefit Plan contributions for any of the other qualified benefits as provided for in IRC Section 125.

BENEFITS CONTRIBUTION

The City will make available to each covered employee a monthly amount for benefits, as specified in this MOU.

- 1) Employees hired prior to March 1, 2016 will receive the maximum benefits contribution allocation:
 - a. Effective January 1, 2017 - \$1,267.00
 - b. Effective January 1, 2020 - \$1,300.00
- 2) For employees hired on or after March 1, 2016, the City will contribute the following to the plan to a maximum of \$1,267.00 effective January 1, 2017, upon ratification by UPOA and City Council approval, \$1,300.00 effective January 1, 2020 and thereafter:

- | | |
|----------------------|---|
| a. Employee Only | 100% of lowest cost plans for health, dental and vision |
| b. Employee plus one | 100% of lowest cost plans for health, dental and vision |
| c. Family | 100% of lowest cost plans for health, dental and vision |

The employee must pay the difference between the City's contribution and the actual premium of the plan selected, if any. The City reserves the right to change medical carriers. In the event of a change, the City agrees to meet and confer prior to any change.

ARTICLE 9 – RETIREE HEALTH INSURANCE REIMBURSEMENT

- a. The City shall contribute monthly on behalf of each retiree the amount set forth in the table below.
- b. An additional \$45 per month allowance is provided for spouse if the spouse is covered under the retiree's insurance.
- c. To be eligible for the retiree medical payments herein, an employee must retire from the City and purchase retiree medical insurance

10 - 14 years of service	PERS statutory minimum
15 - 19 years of service	PERS statutory minimum
20 - 24 years of service	PERS statutory minimum
25 + years of service	\$145.14 per month

The provisions of this article above shall only apply to bargaining unit members hired on or before December 31, 2015.

ARTICLE 10 – RETIREE HEALTH SAVINGS ACCOUNTS

Effective January 1, 2007, Retirement Health Savings (RHS) accounts will be established through ICMA which will be payable to the employee only upon service or disability retirement with the City of Upland. City contributions to the RHS accounts will be based upon years of service in accordance with the following schedule:

Years of Service	Monthly City Contribution	Yearly City Contribution
5 to 9.99	\$12.50	\$150.00
10 to 14.99	\$25.00	\$300.00
15 to 19.99	\$50.00	\$600.00
20 to 24.99	\$75.00	\$900.00
25 +	\$100.00	\$1,200.00

Upon retirement, all UPOA members shall convert 50% of accrued sick leave, 100% of accrued vacation and 100% of compensatory time to cash and deposit into their Retiree Health Savings Account on a tax deferred basis (in accordance with IRS guidelines). Therefore, the current options of cashing out half of accrued sick leave or using Personal Leave (1/2 of accrued sick leave) at retirement will no longer be allowable.

Retirees are eligible to continue their medical, dental, and vision coverage with the City of Upland until they reach Medicare Eligible Age, at which time they will be required to enroll in a non-City sponsored Medicare plan. The retiree may choose to remain on the City's Dental and Vision plan. All post-retirement Medical, Dental, and Vision benefits will be paid by the retiree.

If the retiree should become deceased while an eligible surviving spouse is enrolled in coverage, the surviving spouse may continue their Medical, Dental, and/or Vision coverage with the City at their own expense. The Surviving Spouse will not be eligible for the Retiree Health Insurance Reimbursement allowance.

This Article does not apply to unit members hired after the effective date of this agreement. The City will not make any contributions for new hires under this Article.

The City shall have the ability to change providers through the RFP process.

ARTICLE 11 – LIFE INSURANCE

Effective July 1, 2019, the City shall provide all active members employees, a monthly life insurance and accidental death and dismemberment with group life insurance providing \$150,000 in basic life insurance benefits and \$150,000 in accidental death and dismemberment insurance benefits for each employee.

ARTICLE 12 – BILINGUAL PAY

The City will provide compensation in the amount of 2.5% of base salary for employees in the unit who successfully complete a fluency examination.

ARTICLE 13 – COURT STANDBY AND CALL OUT PAY

Police Officers and Detectives in such on-call status will be paid 2.5 hours at the rate of one and one-half (1.5) their regular pay.

Court standby compensation is intended for staff who are off-duty, and shall not apply to Officers responding to court within one hour before a regularly scheduled work shift (i.e. as discussed by the parties for example, this includes Officers who are called to court at 8:00 a.m. on a day they are already regularly scheduled to report to work at 9:00 a.m.)

Employees who were not placed on court standby but have been called to court during their off-duty time will receive a minimum of three hours compensation at time and one half (1.5) their regular rate of pay. However, Officers who were not placed on court standby but are called to court on a regularly scheduled work day before their shift begins (i.e., Officers who are called to court at 8:00 a.m. on a day they are already scheduled to report to work at 9:00 a.m.) are only entitled to one hour of court call back pay. Employees in the unit who have been called to court from their off-duty time will receive a minimum of three hours compensation at time and one half (1.5)

If employees who have been called to court from their off duty time are required to return to court in the afternoon after the lunch break, the employee may be reimbursed for lunch up to \$10.00, if a receipt for lunch is provided.

ARTICLE 14 – EDUCATION INCENTIVE AND POST CERTIFICATE PAY

All employees in this unit will receive Education Incentive Pay in the following amounts, effective January 1, 2006:

2.5% of base salary for an Associate's Degree (or equiv. college units)
OR
5% of base salary for a Bachelor's Degree (or equiv. college units).

All employees in this unit will receive POST Certificate Pay in the following amounts, effective January 1, 2006:

2.5% of base salary for an Intermediate POST Certificate
OR
5% of base salary for an Advanced POST Certificate.

Eligible employees may only receive one payment amount within each category of Incentive Pay, to a maximum allowable of ten percent (10%) of base salary.

Educational Incentive and POST Certificate Pay will take effect when employees in the unit reach Step 4 in the salary schedule.

Those employees who were receiving educational incentive and POST certificate pay prior to June 30, 1985 will continue to receive the same compensation and will not be affected by this change.

ARTICLE 15 – DETECTIVE STANDBY PAY

Detectives shall be paid \$400 per week for each week of call-out assignment, regardless of whether the employee is actually called to work or not.

Detective Standby pay will be paid in accordance with the Detectives Standby Pay Policy, dated December 10, 2001. (Attachment A)

ARTICLE 16 – HOLIDAY PAY

All employees serving in classifications covered by this MOU shall be compensated in cash for City designated holidays at the rate of 4.61 hours pay per pay period.

ARTICLE 17 - LONGEVITY PAY

Employees in the unit with ten (10) years or more of continuous City service will receive a two and one half percent (2.5%) increase of base salary, effective January 1, 2016.

Employees in the unit with twenty (20) years or more of continuous City service will receive an additional two and one half percent (2.5%) increase of base salary, for a total of five percent (5%) longevity pay.

The longevity pay will be given through the merit system as a step advancement at ten (10) and twenty (20) years.

ARTICLE 18 - MERITORIOUS PAY

It is recognized that certain employees will put forth the extraordinary efforts and produce outstanding results for the City. It is desired to reward these individuals. An incentive pay method has been established to encourage all employees to utilize fully their capabilities on behalf of the City. Employees recommended by their department heads and approved by the City Manager may be granted a five percent (5%) increase in salary for a period of three months, six months, or one year. Department head recommendations will be submitted annually on May 1st. Payment of meritorious pay will be made in a lump sum annually on the first payday in June. Recommendations will contain the information required in Exhibit F of the Compensation Plan.

Any Police Officer or Detective who uses 24 hours or less sick time in the period from December 1st through November 30th, and has at some time during that period accrued 1000 hours of sick leave, and has between 952 and 1000 hours of accrued sick leave as of December 1st will receive \$200. Computations will be made and payment will be in the form of a lump sum payable on the

first payday in December of each year. Such payment will only be made to persons actually in the employ of the City on the date of payment.

ARTICLE 19 - OVERTIME PAY

Unit employees shall receive overtime at the rate of one and one-half (1 ½) times their regular rate of pay for time worked in excess of 40 hours in a 7 day work period. Paid vacation and sick leave during a work period is counted as hours worked for overtime purposes.

ARTICLE 20 – COMPENSATORY TIME OFF

Effective January 1, 2010, employees in the unit may not accrue more than two hundred forty (240) hours of compensatory time off.

An Officer who requests to use Compensatory Time Off (CTO) will be permitted to do so pursuant to the following:

1. All requests to use CTO must be made in writing on the Request for Time Off Form. Request may not be placed in the in-box , e-mailed, or given in any other manner.
2. All requests to use CTO must be made at least three (3) days in advance of the date the officer wishes to use CTO. The Chief of Police or his designee have the authority to approve or deny any CTO request made within the three (3) day minimum requirement.
3. Officers who request to use CTO must find a replacement officer willing to work his/her shift if the request will take the shift below minimum staffing as outlined in the Police Department Policy. The Watch Commander shall also be notified of such as part of the written request to use CTO.
4. An officer requesting to use CTO who is unable to do so because he/she cannot find a replacement for a period of one year, after the request is made , will be cashed out of the CTO he/she requested. Although the parties do not expect this will ever happen, this provision is included in the agreement to comply with the requirements of the FLSA.
5. Notwithstanding paragraphs 2 and 3 above, if an officer requests to use CTO on New Year's Eve, Easter, Halloween, Christmas Eve and on any official City Holiday as designated by the City Council the officer must find and identify the replacement officer to work his/her shift if he/she wants to use CTO even if the shift is above minimum staffing.

6. Notwithstanding all of the foregoing, the association and the City acknowledge that there may be times when during the shift an employee may request to use comp time for the remainder of the shift. Such requests will be approved at the discretion of the Chief of Police or his/her designee providing staffing levels are appropriate and the employee's CTO does not result in an undue disruption to the department's operation.
7. The Fair Labor Standards Act (FLSA) and its regulations provide that request to use CTO shall be granted if made with reasonable notice to the employer and if not "unduly disruptive" to the agency's operations. If the association believes that it has become a practice of the Department to deny CTO to avoid payment of overtime it has the right to require that the Department meet and confer to discuss the practice.

ARTICLE 21 - SPECIAL ASSIGNMENT PAY

Police Officers will receive Special Assignment Pay in the amount of five percent (5%) of base salary when assigned to the following special details: Impact Officers, Canine Officers, Motorcycle Officers, Narcotics Officers, School Resource Officers, and Detective Lead. Field Training Officers (FTO's) will receive Special Assignment Pay in the amount of five percent (5%) of base salary when assigned as an FTO and only while serving in that capacity.

The City may designate up to 10 FTO's to receive a 5% increase of base salary on an on-going basis. Employees will be assigned to be FTO's as determined by the Chief of Police to ensure optimal departmental operations and an FTO on each shift.

All special assignments are subject to shift and regularly scheduled days of being adjusted/changed based on operational necessity due to any critical incident, special event, natural/man-made disaster, protest, crime pattern or any other incident deemed necessary to protect public safety and the health and welfare of the City.

ARTICLE 22 - UNIFORM ALLOWANCE

Employees in the unit receive a uniform allowance in the amount of \$884 per year for the purchase, maintenance and cleaning of uniforms after completion of 12 months of employment. Uniforms will be provided at the time of appointment. This allowance will be paid twice a year (½ in June and ½ in December).

ARTICLE 23 - SICK LEAVE

Employees in the unit earn sick leave at the rate of 8 hours per month, up to a maximum accrual of 1250 hours. No sick leave may be granted during the first thirty days of employment with the City.

Bargaining unit members who use less than 40 hours of sick leave between November 1 and October 31 of each year (this, of course, covers two calendar years) may request to cash out twenty (20) hours of sick leave each year. Such request needs to be made in writing to the Human Resources Department during the month of November. If such a request is made, the payment will be made in the first pay period of December of every year.

ARTICLE 24 - VACATION

Vacation shall accrue for employees in the unit based on the following schedule:

01 – 02 Years of service	96 Hours per year
03 – 05 Years of service	120 Hours per year
06 – 10 Years of service	152 Hours per year
11 – 13 Years of service	160 Hours per year
14 – 16 Years of service	168 Hours per year
17 + Years of service	One additional day (8 hours) per year, up to a maximum of 176 hours per year

All employees may accrue vacation up to a maximum of three (3) years of entitlement.

In the month November of each calendar year, employees who have used at least 40 hours of accrued vacation between the preceding November 1 and October 31 may cash out (by making a written request) up to 40 hours of their accrued vacation. Such request must be received by November 30 in Human Resources. If such a request is made, the payment will be made in the first pay period of December of every year.

ARTICLE 25 - BEREAVEMENT LEAVE

Employees may take up to 30 hours annually (January 1 through December 31) with pay in the event of a death of the following: mother, father, grandfather, grandmother, brother, sister, spouse, domestic partner, child, grandchild, and employee spouse's or domestic partner's father, mother, grandfather, grandmother, brother, sister and any relative who has resided with the employee for at least one year. Adoptive relatives and step relatives shall count the same as relatives by birth. Notification of need for such leave must comply with the City's Administrative Policy on Sick Leave.

Members may also take up to four hours per year to attend funeral services in the City of Upland for situations other than the above with Department Head approval.

ARTICLE 26 – BREAK AND MEAL PERIODS

Patrol Division will receive one 45 minute meal break and two 15 minute breaks (workload permitting) during their full shift. Although officers are subject to calls during the entire break, every effort will be made not to interfere with their meal break.

Emergency calls will be handled immediately by any unit available. If no unit is available, the officer will be called away from their break to respond.

ARTICLE 27 - NO STRIKE PROVISION

The Association agrees that it shall not authorize, instigate, aid, condone, or engage in any strike which will interrupt or interfere with the operation of the City. The City places the Association on notice of its intention and right to terminate any employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

ARTICLE 28 – DISCIPLINE AND PERSONNEL FILES

Discipline:

The disciplinary appeal process shall culminate in an arbitration, using a mutually selected arbitrator from the State Mediation and Conciliations Service experienced in police disciplinary cases. The arbitrator's decision in suspension, demotion and termination cases shall be final and binding.

Personnel File:

Pursuant to the side letter agreement dated July 30, 2001, where the officer has not repeated similar misconduct, unit members shall have removed from his/her personnel file any internally generated and citizen generated disciplinary action at the (5) five year anniversary of the discipline.

Documents, pertaining to an "Internal Investigation" not sustained and Traffic Accidents contained in the official personnel file may be removed after four (4) years.

The request to remove documentation for repeated similar misconduct shall be in writing, shall state the basis for the request, and be determine by the Police Chief's discretion to remove the documentation. A decision not to remove a document which is more than five years old is not subject to the grievance procedures and is not subject to challenge by an employee.

Employees in the unit wishing to inspect his/her personnel file may do so by contacting the Human Resources Department.

ARTICLE 29 – WORK SCHEDULE

Effective January 21, 2001, the parties agree to convert the 4/10 work schedule to a combination of a 4/10 and 3/12.5 work schedule. The new work schedule will include the following elements:

- A. There are six shifts to select from. The 4/10 shift will have a day shift/swing shift and night shift. The 3/12.5 shift will have a day shift/night shift and a cover shift. Exhibit A attached hereto shows each of the shifts. Bargaining unit members working the 3/12.5 shift shall be required to work the following work shift: during a 28-day work period (which is permissible pursuant to Section 207(k) of the Fair Labor Standards Act), bargaining unit members would work twelve 12.5 hour shifts and one 10 hour shift for a total of 160 hours. The twelve 12.5 hour shifts shall be worked three consecutive days per seven day period and the 10 hour shift shall be worked on the day either before or after the three consecutive days. As such, in the workweek when the 10 hour day is worked, the bargaining unit member will work four days in a row.
- B. The 10 hour shift would be scheduled at the discretion of the shift's Watch Commander (ultimately at the discretion of the Chief of Police) as follows: when bargaining unit members sign up for their 3/12.5 shift for six months in advance, the Watch Commander shall choose a particular day (e.g., the third Monday or second Friday) which will be the 10 hour workday for the entire six month period. The Watch Commander shall note the particular day he has selected for the 10 hour workday on the sign up sheet in advance of it being circulated.
- C. A 28 day work period (pursuant to Section 7(k) of the FLSA) will be in effect for all sworn police employees of the City. However, notwithstanding the FLSA work period, all sworn personnel shall have wages computed each pay period. Payment of regular wages and overtime (i.e., for work in excess of the regularly assigned shift) shall be made to sworn personnel on each bi-weekly payday. Sworn police personnel shall be compensated with overtime for all hours worked in excess of their regularly assigned shift. Hours worked shall include all time when an employee is necessarily required to be on the employer's premises on duty or at a prescribed work place. Even though paid leave does not count as hours worked pursuant to the FLSA, paid vacation, sick leave and compensatory time off shall count as hours worked for overtime purposes to this Agreement.
- D. All bargaining unit members working a 3/12.5 work schedule shall work a 12 ½ hour shift.
- E. All bargaining unit members working the 3/12.5 or 4/10 work schedules shall be allowed a paid 45 minute lunch break.
- F. Bargaining unit members shall sign up by seniority, unrestricted; 2) bargaining unit members assigned to special assignments, i.e., Detective Bureau, Special Services, Administration and Training assignments, shall generally work from 7:00 a.m. to

5:00 p.m. Monday through Thursday or Tuesday through Friday. Actual shifts to be determined by Chief subject to operational need.

- G. Notwithstanding the foregoing, if the Chief of Police determines that a need exists to move a bargaining unit member from one plan to another (from 3/12.5 shift to a 4/10 shift or vice versa) or from one shift to another (e.g., day shift to swing shift) to meet minimum staffing and/or emergency needs, he will do the following: 1) He will first post 10 days prior to the need to modify a unit member's work plan or shift a volunteer sign-up sheet asking for individuals who wish to volunteer to have their work plan or shift modified from their current plan or shift to the opposite work plan or another shift; 2) if he does not receive a volunteer(s), he will modify the work plan or shift of the least senior unit member who is working the work plan or shift from which the Chief needs to move a unit member(s) by moving that individual(s) to the opposite work plan or another shift to meet department needs (i.e., moving the unit member's work plan from a 3/12.5 to a 4/10 or vice versa or moving the unit member's work shift to another work shift).

ARTICLE 30 - PREVAILING BENEFITS

Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by employees in the unit shall remain in full force and effect during the term of this M.O.U., unless mutually agreed to by both parties.

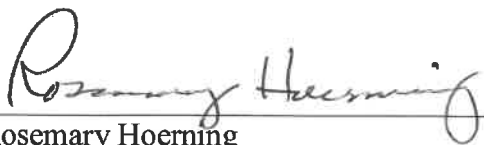
ARTICLE 31 - SAVINGS CLAUSE

Should any provision of this agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the City and Association shall meet and confer immediately upon what constitutes an equivalent benefit to that which was determined to be unlawful. Such equivalent benefit will be implemented retroactive to the date the old benefit ceased. The remaining parts or portions of the Agreement shall remain in full force and effect.

ARTICLE 32 – PREVENTATIVE HEALTH

Effective July 1, 2019, employees in the unit may be reimbursed up to \$180 annually for the purchase of items, classes, memberships, or programs which contribute to physical fitness. This reimbursement shall be made in June of each year. Items which will be considered acceptable for reimbursement are defined in the City's policy on Preventative Health Benefits.

CITY OF UPLAND



Rosemary Hoerning
Interim City Manager

11/26/19

Date



Londa Bock-Helms
Acting Administrative Services Director

11/26/19

Date

UPLAND POLICE OFFICERS ASSOCIATION



Nick Peelman, President

11/20/2019

Date



John Bonhus, Board Member

11-20-19

Date